

R E M A R K S

Prior to entry of this Amendment:

- Claims 3, 4, 56-69, 72-86, 89, and 95 were pending in the present application
- Claims 3, 4, 56-69, 72-86, and 89 stand rejected
- Claim 95 is allowed

Upon entry of this Amendment, which is respectfully requested for the reasons set forth below:

- Claims 3, 4, 56-69, 72-86, 89, 95 and 96 will be pending
- Claim 96 will be added
- Claims 3, 4, 72, 89, 95 and 96 will be the only independent claims

Telephone Interview

Applicants would like to thank the Examiner for the helpful telephone conversation held on November 26, 2003, with Applicants' representative.

A Summary of the Telephone Interview was mailed on December 1, 2003, and is incorporated by reference herein for purposes of discussion.

While no formal agreement was reached, Applicants are grateful for the opportunity to discuss the present application with the Examiner.

Claim 95 is Allowable

Applicants are grateful for the Examiner's acknowledgement that independent Claim 95 is allowable over the prior art of record. [Office Action, page 5].

New independent Claim 96 has been added and is believed to be allowable for at least the same reasons as independent Claim 95, as discussed further below.

Section 102(e) Rejection

Claims 3, 4, 56-69, 72-86, and 89 stand rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,134,534 issued to Walker, et al. ("Walker '534"). Applicants respectfully traverse the Examiner's Section 102(e) rejection.

1. Independent Claims 3, 4, 72, and 89

Applicants respectfully submit that independent Claims 3, 4, 72, and 89 are not anticipated by Walker '534. Walker '534 does not teach or suggest all of the features of independent Claims 3, 4, 72, and 89.

The Examiner asserts that "a penalty for failing to accept ticket offers" teaches *a price for sale of a travel product*. [Office Action, page 2; Summary of Telephone Interview, page 2 ("...the Examiner nevertheless also asserted that the penalty described in Walker '534 suggests a price for sale of a travel product.")]. In particular, the Examiner reads Column 7, lines 19-52 of Walker '534 as specifying "that one of the prices that can be charged to a customer is a penalty fee for failing to accept an offer for ticket [sic] that the customer has requested." [Office Action, page 4 (discussing Claim 69)].

The Examiner also stated during the Telephone Interview that the "penalty" of Walker '534 for not booking a ticket suggests an "offer for sale" of a travel product. [Summary of Telephone Interview, page 2].

The Examiner clearly relies upon these interpretations of "penalty" in the rejection of Claims 3, 4, 72, and 89. [See Office Action, pages 2, 4, and 5].

Applicants respectfully submit that the Examiner's interpretation of "penalty" is not reasonable and is not supported by the record. For example, there is nothing in the ordinary meaning of "penalty" that would suggest, to one having ordinary skill in the art, a price for sale or an offer for sale, as asserted by the Examiner.

Moreover, Walker '534 itself does not support the Examiner's interpretation. As conceded by the Examiner, the "penalty" is described as being charged when there is not a sale. As indicated in the Summary of Telephone Interview, the Examiner agrees that the "penalty" is described in Walker '534 as being charged if there is no sale. [page 2].

Contrary to the Examiner's assertion, therefore, the described "penalty for failing to accept ticket offers" would not have taught or suggested *a price for sale* to one having ordinary skill in the art.

Applicants respectfully submit that Walker '534 does not disclose all of the features of independent Claims 3, 4, 72, and 89.

Applicants respectfully submit that Walker '534 does not teach or suggest *determining a first price for sale of a travel product based on said first flexibility range, wherein said first price is determined by scoring said first flexibility range to obtain a score and using said score to determine a percentage discount off of an established price*, as generally recited in independent Claims 3 and 72.

Similarly, Applicants respectfully submit that Walker '354 does not teach or suggest *determining a first price for sale of a travel product based on said first flexibility range, wherein said first price is determined by scoring said first flexibility range to obtain a score and using said score to determine a monetary discount off of an established price*, as generally recited in independent Claims 4 and 89.

For at least the reasons stated herein, Applicants respectfully submit that Claims 3, 4, 72, and 89 contain allowable subject matter.

2. Dependent Claims 56-69 and 73-86

Each of Claims 56-69 is dependent from independent Claim 3, which is believed to include patentable subject matter as discussed herein. Accordingly, Applicants respectfully submit that Claims 56-69 also contain allowable subject matter.

Each of Claims 73-86 is dependent from independent Claim 4, which is believed to include patentable subject matter as discussed herein. Accordingly, Applicants respectfully submit that Claims 73-86 also contain allowable subject matter.

With respect to Claims 67 and 84, Applicants respectfully submit that the Examiner has mischaracterized the conditional purchase offer (CPO) of Walker '534 in asserting the CPO "is readable as the claimed voucher provided to the customer." [Office Action, page 4 (emphasis added)]. In fact, as described in Walker '534, the CPO is a "binding offer" provided by the customer to the system. [See, e.g., Column 5, lines 8-23]. Thus, there is no suggestion that the CPO teaches *providing a voucher to a customer to enable the purchase of an identified travel product*, as generally recited in Claims 67 and 84.

Applicants respectfully request that the Examiner withdraw the Section 102(e) rejection of Claims 56-69 and 73-86.

Newly-added Claim 96 Contains Allowable Subject Matter

New independent Claim 96 is believed to be patentable over Walker '534 and the art of record.

The Examiner has indicated that method Claim 95 is allowable over the art of record. Independent Claim 96 is directed to a computer readable medium storing instructions configured to direct a processor to perform the method of Claim 95.

Accordingly, Applicants respectfully submit that new independent Claim 96 contains allowable subject matter.

Conclusion


It is submitted that all of the claims are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.

Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 461-7292 or via electronic mail at mdowns@walkerdigital.com.

Respectfully submitted,

December 4, 2003
Date



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Conclusion

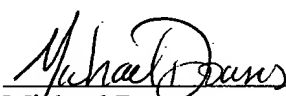
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